

STORAGE

Middlesex

12-00

AGREEMENT

BETWEEN

Middlesex County College

BOARD OF MANAGERS OF
FACULTY-STUDENT ASSOCIATION
MIDDLESEX COUNTY COLLEGE

AND

DISTRICT 65,
WHOLESALE, RETAIL, OFFICE
AND PROCESSING UNION

X JANUARY 18, 1981 to JANUARY 17, 1984

LIBRARY
Institute of Management and
Labor Relations

FEB 25 1982

RUTGERS UNIVERSITY

TABLE OF CONTENTS

	PAGE
Agreement	1
Recognition	1-2
Checkoff	2
Agency Fee	2
Union Bulletin Board	2
Union Representatives	2-3
Probation	3
Seniority	3
Layoff and Recall	3
Posting of Job Vacancies	4
Holidays	4
Vacation	4-5
Sick Leave	5
Bereavement Leave	5
Maternity Leave	5-6
Jury Duty	6
Insurance Plan	6
Meals and Breaks	6
Uniforms	6
Salary Classification Ranges	7
Leadperson	7
Assistant Cook Differential	7
Salary Increases	8
Hours of Work	8
Grievance Procedure	9-11
Definition	9
Procedure	9-10
Step 1	9
Step 2	9
Step 3	9
Step 4	10
Miscellaneous	10-11
Management Rights	11
Discipline and Discharge	12
Health and Safety	12
Savings Clause	12
No Strike Clause	12
Duration	13

AGREEMENT

This agreement, made and entered into as of January 18, 1981, between the Faculty-Student Association of Middlesex County College, Inc., herein after referred to "FSA" and District 65, Wholesale, Retail, Office and Processing Union, affiliated with the Distributive Workers of America, a labor organization, herein after referred to the "Union"

WITNESSED:

Whereas the Public Employment Relations Commission has certified, following a duly conducted election, that the union represents as the sole exclusive bargaining agent all regular part-time food service employees, and all part-time assistant bookkeepers, and all regular part-time bookstore cashiers, and excludes the Director of Retail Services, the Food Service Manager, the Assistant Food Service Manager, the Assistant Bookstore Manager, the chief bookkeeper, the full-time bookstore cashier, the full-time cook, the students at Middlesex County College taking in excess of six (6) credit hours, temporary employees, supervisors, managerial executives, professional craft and police employees within the meaning of the New Jersey Employer and Employee Relations Act; and

WHEREAS, FSA, by virtue thereof, has recognized the said union as the sole and exclusive bargaining agent for all regular part-time food service employees and all regular part-time assistant bookkeepers and regular part-time bookstore cashiers;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

RECOGNITION

FSA hereby recognizes District 65 as the sole and exclusive bargaining agent for all regular employees of the FSA, including all regular part-time food service employees, and all regular part-time assistant bookkeepers, and regular part-time Bookstore cashiers, working a minimum of twelve (12) hours per week and not more than twenty-seven and one-half (27½) hours per week, but excluding the Director of Retail Services, the Food Service Manager, the Assistant Food Service Manager, the Assistant Bookstore Manager, the Chief Bookkeeper, the full-time Bookstore Cashier, the full-time Cook, the students at Middlesex County College taking an excess of six (6) credit hours, temporary employees, supervisors, managerial executive, professional craft and police employees within the meaning of the New Jersey Employer and Employee Relations Act in all matters specifically provided for herein pertaining to wages, hours, conditions of employment, and the grievance procedure for the duration of this contract.

Whenever used herein the term employee shall mean and be construed only as referring to an FSA regular part-time food service employee, and all regular part-time assistant bookkeepers, and regular part-time Bookstore cashiers, working a minimum of twelve (12) hours per week but not more than twenty-seven and one-half (27½) hours per week.

Whenever used herein the term employer shall mean and be construed only as referring to the FSA of Middlesex County College, Inc.

Whenever used herein the term union shall mean and be construed only as referring to District 65, Wholesale, Retail, Office and Processing Union.

AGENCY FEE

FSA agrees that the Union may collect a representation fee in lieu of dues from nonunion members in the bargaining unit, and the FSA will implement payroll deductions as provided in the relevant New Jersey statute.

The Union shall indemnify the College for any liability or damages incurred by the Board as a result of implementing said payroll deductions in accordance with said statute from claims arising from bargaining unit members employed by the Board on or before January 18, 1981.

CHECKOFF

FSA hereby agrees to deduct from the wages of employees by means of checkoff dues uniformly required by the Union pursuant to the provisions of N.J.S.A.52:14-15.9E. FSA, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues.

In making the deductions as above specified, FSA shall rely upon the most recent communication from the Union as to the rate of monthly dues. The total amount deducted shall be paid to the Union within thirty (30) days after said deduction is made.

The Union shall indemnify, defend, and save FSA harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by FSA in complying with the checkoff agreement.

UNION BULLETIN BOARD

FSA will provide space within its operation for a union bulletin board.

UNION REPRESENTATIVES

Authorized representatives of District 65 not to exceed a total of two (2) at any one time who are not employees of the college may be admitted to the premises of the college.

Requests for such visitation rights shall be directed to the manager or designee of the Faculty-Student Association.

Campus visitation by Union representatives shall not interrupt normal FSA operations or performance of duties.

Authorized representatives of the Union employed by FSA, and certified by the Steward of the Union to the Manager, shall be permitted to transact official union business on college property and to meet with the Chief Steward provided that it does not interfere with nor interrupt normal FSA operations and subject to the agreement of the Food Service Manager.

PROBATION

A probationary period for members of the bargaining unit shall be thirty (30) working days. FSA shall have the unqualified right to dismiss probationary employees. Dismissal or discipline shall not be subject to the grievance procedure of this agreement.

SENIORITY

A newly appointed employee shall be considered probationary and without seniority.

Seniority is defined as the length of continuous service in his/her classification beginning with the employee's last date of hire. Upon completion of the probationary period, seniority shall accumulate until there is a break in service. A break in continuous service occurs when an employee resigns, is discharged for cause, retires, or is laid off. After nine (9) continuous months on layoff, the individual retains no seniority or reemployment rights.

LAYOFF AND RECALL

When a condition arises which necessitates a reduction in the number of employees within the bargaining unit, such reduction shall be made in an inverse order of job classification seniority, and recall shall be made in order of job classification seniority.

In recalling employees, FSA agrees to notify the most senior employee in the job classification by phone of his/her recall. Should FSA not be able to reach the employee by phone, FSA will send a mailgram to the employee's latest address advising him/her of his/her recall. Any employee who fails to return to work at the designated time or within 48 hours of the phone call or the time stated on the mailgram shall be deemed to have terminated employment.

It is the employee's responsibility to provide the manager with his/her latest address and phone number.

POSTING OF JOB VACANCIES

Notice of all vacancies and new positions within the bargaining unit shall be posted on a designated employee bulletin board for a period of five (5) calendar days.

HOLIDAYS

The following days only shall be recognized as paid holidays for bargaining unit members:

New Year's Day	Presidents' Day
Good Friday	Memorial Day
Columbus Day	Veterans' Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Day	Martin Luther King's Birthday Commencing in 1979

Non-probationary employees will be paid for the holidays listed above when performing no work thereon, at the rate of their straight time hourly earnings for the number of hours they normally would have worked if the day was not a holiday.

For the purpose of this agreement any of the above-designated holidays which falls on a Sunday will be observed on the following Monday, and any falling on Saturday will be observed on the preceding Friday.

Employees who are required to work during the Fourth of July week shall be paid for that holiday at the rate of their straight time hourly earnings for the number of hours they normally would have worked if the day was not a holiday.

If an employee is asked to work on a holiday, he/she shall be compensated for hours worked at two (2) times his/her regular hourly rate of pay.

To qualify for holiday pay, the permanent employee must be on the active payroll of FSA and must have worked the full regularly scheduled workday immediately preceding the holiday and the regularly scheduled workday immediately following the holiday, unless the absence is authorized by the manager or his/her designee.

VACATION

Upon completion of the probationary period, employees shall be granted one-half (1/2) day vacation per full month worked. After five (5) years of continuous service, the employee will be granted three-quarter (3/4) day vacation per full month worked, plus one (1) additional day. The additional day shall be credited to the employee on the first day following the completion of five (5) years of service. Vacation shall be accumulative but not to exceed a maximum of ten (10) days.

Vacation leaves may be taken after notification and approval by the Manager or his/her designee. An employee requesting vacation must provide the Manager with at least ten (10) days advance notice.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect at the time of the employee's vacation.

In figuring the definition of a day, FSA will prorate on the basis of the average straight time hours worked per day over the previous four (4) week period.

Nonprobationary members of the bargaining unit or the bargaining unit member's estate shall be entitled to be paid for accumulated vacation upon death, or resignation, provided that any resignation must be preceded by a minimum of two (2) weeks written notice to the manager.

SICK LEAVE

Nonprobationary employees shall be entitled to sick leave at the rate of one (1) day per full month worked by the employee. Payment for sick leave will be based on the number of straight time hours the individual would have worked that day had the individual not been sick.

If an employee is absent due to illness, the manager or his/her designee shall be notified at least two (2) hours prior to the employee's starting time.

Abuse of sick leave and other benefits can be grounds for immediate dismissal.

BEREAVEMENT LEAVE

Nonprobationary employees will be granted up to three (3) consecutive days off with pay at the employee's straight time rate in the event of the death of the employee's spouse, child, mother, father, or siblings. If an employee is to be absent, the manager or designee shall be notified prior to the employee's starting time. The employer has the right to request documentation before making payment for bereavement leave.

MATERNITY LEAVE

Not later than the fourth month the employee shall notify the manager, in writing, of her pregnancy. Upon notifying the manager, the employee shall let it be known as to plans of continuing employment or taking a leave of absence without pay not to exceed six (6) months. Notification of the pregnancy shall be accompanied by a certified statement from her physician giving the anticipated delivery date and her ability to continue her normal duties.

The bargaining unit member's position or position of equal grade if available shall be given to her within thirty (30) days after written notification to the manager of her intent to return to work provided she presents certification from her physician of her ability to return to work and perform her normal duties.

Upon returning to work, the employee will be paid the same hourly rate she was being paid prior to her maternity leave unless there has been a general salary increase in her classification. If a salary increase has been awarded, she will receive the raise appropriate for her classification.

JURY DUTY

An employee who is called to jury duty shall be paid the difference between the daily fee allowed by the court and straight time pay for the scheduled working time lost, but not to exceed a total of two (2) weeks. The employee must present proof to the FSA of jury service and the amount paid for such service prior to FSA payment.

INSURANCE PLAN

FSA agrees to pay 12.25% of the total payroll in 1981 and 13.25% in 1982 and 1983, inclusive of overtime of all dues paying employees covered by the Union contract, to the 65 Security Plan for the purpose of financing a health plan for the benefit of the dues paying employees of the employer. The maximum earnings of any individual employee on which payments to the plan are required shall be \$15,000 per calendar year.

Payments will be made on a monthly basis on or before the 10th of each month for the preceding month.

FSA agrees to submit on a quarterly basis a list of all dues paying employees covered by this Agreement showing quarterly earnings for each employee.

The 65 Security Plan agrees to provide FSA semi-annually, upon request, with a report of the receipts and disbursements including benefits paid out.

MEALS AND BREAKS

If an employee works four (4) or more hours in a given day, that employee shall be entitled to one (1) free meal not to exceed two dollars (\$2.00). An employee will be entitled to one (1) fifteen (15) minute break if working a normal five (5) hour workday. An employee will be entitled to an additional break of fifteen (15) minutes if he/she is required to work seven (7) hours within one (1) day. The Food Service Manager shall assign lunch and rest breaks consistent with operating needs.

UNIFORMS

Each employee shall receive two (2) uniforms, without cost to the employee, per year. Every effort will be made to supply uniforms within one (1) month of the start of the academic year. The employee will commence work in uniform in a manner consistent with appropriate institutional and health standards. In the event the standards are not maintained, the Manager or his/her designee may ask the employee to rectify the deficiency immediately without compensation or to face disciplinary action.

SALARY CLASSIFICATION RANGES

Classification I:	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
General Kitchen Help	\$3.55 to \$3.80	\$3.79 to \$4.04	\$4.07 to \$4.32
Waiter/Waitress	per hour	per hour	per hour
Classification II:	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
Cashier	\$3.55 to \$3.95	\$3.79 to \$4.19	\$4.07 to \$4.47
	per hour	per hour	per hour
Classification III:	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
Bookkeeping and	\$3.75 to \$4.20	\$3.99 to \$4.44	\$4.27 to \$4.72
Clerical Help	per hour	per hour	per hour
Classification IV:	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
Receiver	\$4.00 to \$4.45	\$4.24 to \$4.69	\$4.52 to \$4.97
	per hour	per hour	per hour

No employee shall be paid less than the minimum nor more than the maximum hourly rate for his/her classification. These wage rates shall become effective upon the ratification of this agreement by both parties and shall remain in full force and effect for the duration of the agreement. Any individual making less than the minimum shall be brought up to the minimum of his/her job classification, and any individual making more than the maximum of his/her classification shall commence making the maximum of his/her classification.

LEADPERSON

The maximum for the classification, notwithstanding, in the event that an employee is promoted to "leadperson" during the term of this contract, his/her hourly rate will be increased by five percent (5%), effective on the date of the appointment. It is understood and agreed that the position of "leadperson" is not subject to any seniority provisions. The "leadperson" shall be selected and removed by the manager without recourse to the grievance procedure by the union or the individual.

FSA agrees not to administer this provision in an arbitrary or capricious manner.

ASSISTANT COOK DIFFERENTIAL

The maximum for the classification, notwithstanding, the assistant cook shall receive a 10¢ per hour differential. Should an employee be required to act as a substitute for the assistant cook, he/she shall receive the additional 10¢ differential after completing four (4) hours work as the assistant cook in a day. Upon completing the four (4) hours work during the day, the 10¢ differential shall be retroactive to the first hour worked.

SALARY INCREASES

Subject to salary classifications as heretofore established, FSA and District 65 agree to the following wage increases:

- A. The parties agree that retroactive to January 18, 1981 each employee in the bargaining unit will receive a twenty cents (20¢) per hour increase in his/her hourly rate.
- B. Commencing January 18, 1982 each employee within the bargaining unit shall receive a twenty-four cents (24¢) per hour salary increase.
- C. Commencing January 18, 1983 each employee within the bargaining unit shall receive a twenty-eight cents (28¢) per hour salary increase.

HOURS OF WORK

The normal workweek shall be five (5) days and consist of no less than five (5) hours per workday. Whenever scheduling changes are necessary, said changes shall be made on the basis of seniority.

Work performed before 7:00 a.m. or after 11:00 p.m. shall be at one and one-half (1½) times the normal hourly rate. Work in excess of forty (40) hours within any five (5) day period shall be at one and one-half (1½) times the normal hourly rate. Work performed on Sunday's shall be compensated at the rate of two (2) times the normal hourly rate.

If the food service area is closed after an employee has reported to work and there has been no prior notice of closing, the employee shall be paid for three (3) hours of work at their straight time rate.

The F.S.A. shall make reasonable efforts to schedule all employees who are capable of working for two (2) week blocks of work during the summer.

When an employee is required to work at a catering function which is scheduled after 4:00 p.m. or during a weekend, that employee will be paid for hours worked at his/her normal hourly rate, in addition, the employee will receive a \$8.00 differential. Whenever possible, catering employees shall receive one (1) week's notice of future catering activities. No employee shall be subject to discipline for failing to participate in catering if notice is received less than two (2) days before the event.

GRIEVANCE PROCEDURE

1. Definition

Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of the Agreement, but shall exclude any alleged understanding, practice, or other matters outside the terms of this Agreement.

2. Procedure

Step 1 - Informal--Immediate Supervisor

Within two (2) days of the time a grievance arises or within two (2) days of the date when the grievance should have known of its occurrence, the employee and the steward will present the grievance informally to his/her immediate supervisor.

Within two (2) days after presentation of the grievance, the supervisor will render a decision orally to the employee.

Step 2 - Formal--Director of Retail Services

Within three (3) days of the oral answer, if the grievance is not resolved, it shall be reduced to writing and filed with the Director.

The Director will arrange a meeting at a mutually agreeable time and place not later than three (3) days after receipt of the written grievance. The aggrieved party, one union official and the steward shall be entitled to be present at the meeting.

The Director shall give a written answer to the grievance to the employee and the union officer within five (5) days after the meeting, or within such additional period of time that may be mutually agreed upon.

A group grievance, one that may affect a group of employees, may be presented by the union at Step 2.

Step 3 - Chairperson of Board of Managers of FSA or Designee

Within five (5) days after receiving the decision of the manager, an appeal of the decision may be made by the union or the employee to the chairperson of the Board of Managers. It shall be in writing and accompanied by a copy of the decision at Step 2.

Not later than seven (7) days after receipt of the appeal, the chairperson or designee, shall hold a hearing on the grievance.

Within seven (7) days after the hearing, the chairperson or designee, shall render a final decision in writing.

STEP 4--FINAL AND BINDING ARBITRATION

In the event that a grievance cannot be satisfactorily settled in the foregoing steps, either FSA or the union may appeal the dispute within ten (10) working days to arbitration.

The aggrieved party shall propose, in writing, a statement of the issue involved, and the parties shall attempt in good faith to agree upon a joint stipulation of the issue. Absence of such an agreement, each party shall submit to the arbitrator its own statement of the issue.

The arbitrator shall conduct a hearing at a mutually satisfactory time and place, but not later than thirty (30) days after filing for arbitration.

The decision of the arbitrator shall be rendered within twenty (20) days of the hearing and shall be final and binding for the duration of the contract on the FSA, the union, and the employee or employees involved subject to the limitations specified in this agreement.

Arbitration awards of grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed at Step 2.

The expenses and fees of the arbitrator shall be equally shared by the FSA and the union.

The arbitrator's function is to interpret the provisions of the agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, or alter the scope or meaning of the agreement or any provision herein. If, in the arbitrator's opinion, he/she has no power to rule on the issue submitted, the arbitrator shall render the issue back to the parties without decision.

Within thirty (30) days after the date of this agreement, representatives of the parties of this agreement will obtain from the American Arbitration Association a list of arbitrators, and will agree upon a panel of three (3) arbitrators, obtaining additional lists if necessary. The parties shall furnish the American Arbitration Association the names of the arbitrators selected. Thereafter, the American Arbitration Association shall designate one of said arbitrators to hear each grievance that may be referred to arbitration.

MISCELLANEOUS

- A. The union or the employee may not present any allegation at Step 3 or Step 4 not presented in Step 2 whether oral or written.
- B. Hearings and meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- C. Time limits provided in this grievance procedure may be extended by mutual agreement, in writing, between the union and management.
- D. All grievances shall be processed whenever possible immediately after the employee's normal work hours. If operational needs make this impossible, the administration shall set specific time in the future for such processing.
- E. The grievance procedure established here shall be the sole and exclusive remedy available to an employee or the union for resolving disputes arising under this agreement. If any subject matter is or might be alleged as a grievance is instituted in any administrative action before a governmental body or agency, then such administrative procedure shall be the sole remedy and a grievance under this agreement shall no longer exist.
- F. All references to days in the grievance procedure Steps 1 through 3 will be construed as working days excluding Sundays and holidays.
- G. When a group grievance is filed, union representatives and grievants not to exceed a total of three (3) may appear at each Step, commencing at Step 2.

MANAGEMENT RIGHTS

District 65 recognizes the Faculty-Student Association's rights, duties, and authority to manage and control its operation. Management retains and reserves all rights of management and controls not limited by this agreement and including but not limited to hiring, firing, promoting, discipline, layoff, transfer the right to relieve employees from duty because of lack of work, to determine the number of hours worked, to determine the qualifications of employees, to observe and evaluate an employee's job performance, to require employees to observe reasonable company rules and regulations, and to assign the work force. Such rights shall not be used for the purpose of discrimination or punitive action against an employee.

The union recognizes the undisputed right of FSA to operate and manage its business in all respects in accordance with its commitments and responsibilities to the College, and to make and alter from time to time rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the provisions of this agreement.

Nothing contained in this agreement shall be deemed to obligate FSA to continue to operate nor shall this agreement be construed to limit FSA in any way in the exercise of the regular and customary functions of management and the operation of its business except as may be specifically relinquished or modified herein by an expressed provision of this agreement.

DISCIPLINE AND DISCHARGE

FSA retains the right to discipline and discharge permanent employees for just cause. Permanent employees shall have the right to file a grievance if discharged or disciplined. The principles of progressive discipline shall be applied in situations requiring discipline unless there is a threat to health or safety.

HEALTH AND SAFETY

The F.S.A. shall continue to make reasonable provisions for the safety and health of its employees in accordance with the requirements of Federal and State Laws.

The Union agrees to cooperate with the F.S.A. to the fullest extent to enforce health and safety practices. The Union President or designee shall meet with the Manager of Food Services to discuss and/or observe conditions concerning health and safety standards and to make joint recommendations.

SAVINGS CLAUSE

FSA and the union recognize and agree that all provisions of this agreement are subject to law. In the event that any provision of the agreement is rendered illegal or invalid, under any applicable law or State or Federal regulation, such illegality shall affect only the particular provision which shall be deemed void and inoperative, but all other provisions of this agreement shall continue in effect.

NO STRIKE CLAUSE

During the term of this agreement the union and the members of the union will not cause, sanction or take part in any strike (whether sit-in, stay-in, sympathetic, general or any other kind), walkout, picketing, stoppage of work, retarding of work or boycott, whether of a primary or secondary nature or any other interference with the operation and conduct of FSA's business.

DURATION

This Agreement shall be in effect upon ratification of both parties and shall continue in effect until January 17, 1984. The District 65 Security Plan shall be retroactive to January 18, 1981. Fringe benefit and salary increases shall be retroactive to January 18, 1981. It is agreed by the parties that this contract shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above, and represents the full and complete understandings of the parties.

District 65

F.S.A.

